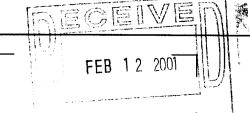
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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

## RECORDATION FORM COVER SHEET

7.12-01

| TRADEMARKS ONLY  |   |  |
|--|---|--|
| TO: The Commissioner of Patents and Trademarks:  | Please record the attached original document(s) or copy(ies).   |  |
| Submission Type  | Conveyance Type   |  |
| X New  | X Assignment License  |  |
| Resubmission (Non-Recordation)   | Security Agreement Nunc Pro Tunc Assignment   |  |
| Document ID #  | Merger Effective Date Month Day Year  |  |
| Correction of PTO Error Reel # Frame #   |   |  |
| Corrective Document  | Change of Name  |  |
| Reel # Frame #   | Other   |  |
| Conveying Party  | Mark if additional names of conveying parties attached Execution Date   |  |
| Name Delchamps, Inc.   | Month Day Year  |  |
|  | 23,980  |  |
| Formerly   | 0011313   |  |
| Individual General Partnership   | Limited Partnership X Corporation Association   |  |
| Other  |   |  |
| X Citizenship/State of Incorporation/Organization Alabama  |   |  |
| I A Ottizensinprotate of incorporation organization  |   |  |
| Receiving Party  | Mark if additional names of receiving parties attached  |  |
| Receiving Party  |   |  |
|  |   |  |
| Receiving Party  |   |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  |   |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of   |   |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  |   |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of   |   |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of  Address(line 1) 5050 Edgewood Court  | Mark if additional names of receiving parties attached  Florida 32254   |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of  Address(line 1) 5050 Edgewood Court  Address(line 2)    Address(line 3) Jacksonville   City  | Mark if additional names of receiving parties attached  Florida 32254 State/Country Zip Code Limited Partnership If document to be recorded is an   |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of  Address(line 1) 5050 Edgewood Court  Address(line 2)  Address(line 3) Jacksonville  City  Individual General Partnership   | Mark if additional names of receiving parties attached  Florida State/Country Zip Code  |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of  Address(line 1) 5050 Edgewood Court  Address(line 2)    Address(line 3) Jacksonville   City  | Mark if additional names of receiving parties attached    Florida   32254   Zip Code     State/Country   If document to be recorded is an assignment and the receiving party is   |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of  Address(line 1) 5050 Edgewood Court  Address(line 2)  Address(line 3) Jacksonville  City  Individual General Partnership   | Mark if additional names of receiving parties attached    Florida   32254     State/Country   If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate                                  |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of  Address(line 1) 5050 Edgewood Court  Address(line 2)  Address(line 3) Jacksonville  City  Individual General Partnership  X Corporation Association  | Mark if additional names of receiving parties attached  Florida State/Country Limited Partnership If document to be recorded is an assignment and the receiving party is not domicilled in the United States, an appointment of a domestic representative should be attached.  (Designation must be a separate document from Assignment.) |  |
| Receiving Party  Name Winn-Dixie Stores, Inc.  DBA/AKA/TA  Composed of  Address(line 1) 5050 Edgewood Court  Address(line 2)  Address(line 3) Jacksonville  City  Individual General Partnership  X Corporation Association  Other  Citizenship/State of Incorporation/Organizate  FOR | Mark if additional names of receiving parties attached  Florida State/Country Limited Partnership If document to be recorded is an assignment and the receiving party is not domicilled in the United States, an appointment of a domestic representative should be attached.  (Designation must be a separate document from Assignment.) |  |
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

| FORM PTO-<br>Expires 06/30/99<br>OMB 0651-0027   | 1618B Page 2   | U.S. Department of Commerce Patent and Trademark Office TRADEMARK |
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|  | epresentative Name and Address Enter for the first Receiving Part  | v only.   |
| Name   |  | ,   |
| Address (line 1)   | 12 2001  | :   |
| Address (line 2)   | FEB 12 AND THE TERM TO THE TER |   |
| Address (line 3)   |  |   |
| Address (line 4)   |  |   |
| Correspond   | dent Name and Address Area Code and Telephone Number   |   |
| Name   | Stephanie J. Waidner   | 1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1                          |
| Address (line 1)   | LeBoeuf, Lamb, Greene & MacRae, LLP  | A-0-1   |
| Address (line 2)   | 50 N. Laura Street   |   |
| Address (line 3)   | Suite 2800   |   |
| Address (line 4)   | Jacksonville, Florida 32254  |   |
| Pages  | Enter the total number of pages of the attached conveyance document including any attachments.   | # 8   |
| Enter either the   | Application Number(s) or Registration Number(s) Mark if add a Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for demark Application Number(s) Registration Number (2299583)  |   |
| Number of  | Properties Enter the total number of properties involved. # 1  |   |
| Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):  Method of Payment: Enclosed X Deposit Account  Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: #  |  |   |
|  | Authorization to charge additional fees: Yes   | No No   |
| Statement and Signature  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.  Stephanie J. Vai diner Signature III 200 L Name of Person Signing Signature Date Signed |  |   |
|  |  |   |

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the //w day of /anumy, 2001 ("Effective Date") by and between INTERSTATE JITNEY JUNGLE STORES, INC., an Alabama corporation ("Interstate"), PUMP AND SAVE, INC., a Mississippi corporation ("P&S"), P&S OPERATIONS, INC., a Delaware corporation ("P&S Operations"), SUPERMARKET CIGARETTE SALES, INC., a Louisiana corporation ("SCS"), JITNEY-JUNGLE STORES OF AMERICA, INC., a Mississippi corporation ("Jitney"), DELCHAMPS, INC., an Alabama corporation ("Delchamps"), and SOUTHERN JITNEY JUNGLE COMPANY, a Mississippi corporation ("Southern") (Interstate, P&S, P&S Operations, SCS, Jitney, Delchamps and Southern, collectively, "Assignor"), with its principal office at /770 Ellichee, Suite 260, Jackson MS 39204 and WINN-DIXIE STORES, INC., a Florida corporation ("Assignee"), with its principal office at 5050 Edgewood Court, Jacksonville, Florida 32254.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Purchase and Sale of Retail Grocery Stores dated as of October 29, 2000, as amended, (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and the State trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable States, to record Assignee as the assignee and owner of the Marks.

\* \* \* \* \*

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date. Witnesses: **ASSIGNOR:** INTERSTATE JITNEY JUNGLE STORES, INC. PUMP AND SAVE, INC. Title: P&S OPERATIONS, INC. Title: SUPERMARKET CIGARETTE SALES, INC. Name: Title:

Name:

| Witnesses:  JA Ha  Name: James A. Heerer  B. J. Kit  Name: Brien S. Kricher | JITNEY-JUNGLE STORES OF AMERICA, INC.  By: A. OE  Name: Michael A. Freder  Title: CRO   |
|---|---|
| Name: James A. Hocser  B. J. KA  Name: Brian D. Kric to                     | DELCHAMPS, INC.  By: Muell A. Feder  Name: Michael A. Feder  Title: CRO                 |
| Name: Brian S. Kricker  | SOUTHERN JITNEY JUNGLE COMPANY  By: Mane: Michael A. Feder  Title: CRC                  |
| Name: Scin A Vicedor  | ASSIGNEE:  WINN-DIXIE STORES, INC.  By: Dennis M. Sheehan  Title: Senior Vice President |

| STATE OF Illineis )                          |  |
|--|--|
| COUNTY OF Cook                               |  |
| 2  |  |
| The foregoing instrument was acknowledge     | owledged before me this 10+day of January,                       |
| 2001, by Michael A. Feder                    | , the Chief Restructuring Officer                                |
| of INTERSTATE JITNEY JUNGLE STO              | RES. INC., an Alabama corporation, on behalf of the              |
| corporation. He/she either [/] is personally | y known to me or [ ] has produced a                              |
| state driver's license as identification.    |  |
|  |  |
|  |  |
|  | Maker Melum  |
| _  | Notary Public, State of Iccinos                                  |
|  | Printed Name: Mabra L. mcCumber                                  |
|  | Commission No.:  |
|  | My commission expires: 8-13-03                                   |
|  | "OFFICIAL SEAL"  |
|  | [NOTARIAL EAL" Mabra L. McCumber                                 |
|  | Notary Public, State of Illinois                                 |
|  | My Commission Expires Aug. 13, 2003                              |
| STATE OF II(incir)                           | SAAPARAPAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA                          |
| COUNTY OF Cook                               |  |
| The foreseing instrument was calm            |  |
| 2001 by A. Embatha O.                        | owledged before me this 10+day of Jenuary,                       |
| AND SAVE INC. a Mississippi comporati        | on, on behalf of the corporation. He/she either [ ] is           |
|  |  |
| identification.                              | state driver's license as  |
| identification.                              |  |
| V.   |  |
|  | manufactume -  |
|  | Notary Public, State of ICLINOIS Printed Name: Mabra L. McCumber |
|  | Printed Name: Mabra L. McCumber                                  |
|  | Commission No.:  |
|  | My commission expires: 8-13-02                                   |
|  |  |
|  | [NOTARIAL SEAL]  |
|  |  |
|  | "OFFICIAL SEAL"  |
|  | Madra L. McCumber  |
|  | * Involary Public, State of Illinois \$                          |
|  | My Commission Expires Aug. 13, 2003                              |
|  |  |

| STATE OF Illinois ) COUNTY OF Cook )                                       |  |
|--|--|
| 2001, by Michael A. Federthe Chief   | on, on behalf of the corporation. He/she either [ ] is   |
|  | Making. Melcima.  Notary Public, State of <u>Jely 2615</u> Printed Name: <u>Mabral</u> . mcCumber  Commission No.:   |
| STATE OF   | My commission expires Mabra L. McCumber [NOTARIAL SE L. Notary Public, State of Illinois My Commission Expires Aug. 13, 2003   |
| 2001, by Michael A. Feder, the Chief<br>CIGARETTE SALES, INC., a Louisiana | wledged before me this 10 <sup>H</sup> day of January,  Restriction Office of SUPERMARKET corporation, on behalf of the corporation. He/she has produced astate driver's license |
|  | Maluas, Nuclum  Notary Public, State of Tuli Nous  Printed Name: Mabra L. Mclumber  Commission No.:  My commission expires: 8-13-03  |
|  | [NOTARIAL SEAL]  |
|  | "OFFICIAL SEAL" Mabra L. McCumber Notary Public, State of Illinois My Commission Expires Aug. 13, 2003   |

| COUNTY OF Cook  |  |
|---|--|
| 2001, by Michael A. Feder, the Chie<br>STORES, OF AMERICA, INC., a Mississ                | nowledged before me this 10 <sup>+</sup> day of Jacay,  of Cestacturas Office of JITNEY-JUNGLE ippi corporation, on behalf of the corporation. He/she has produced astate driver's license |
|   | Many Public, State of June 2015  Printed Name: Mabra L. McCumber  Commission No.:  My commission expires: $8-13-03$ [NOTARIAL SEAL]  |
| STATE OF Illinois COUNTY OF Cook  | "OFFICIAL SEAL"  Mabra L. McCumber  Notary Public, State of Illinois  My Commission Expires Aug. 13, 2003  |
| 2001, by <u>Michael A. Feder</u> , the <u>Chie</u> INC. an Alabama corporation, on behalf | owledged before me this let day of Jacob,  Frest cottoin of DELCHAMPS,  of the corporation. He/she either [ ] is personally  state driver's license as identification.                     |
|   | Managarelum  Notary Public, State of <u>Truino 15</u> Printed Name: <u>Mabra C. McCumber</u> Commission No.:  My commission expires: <u>8-/3-03</u>  |
|   | [NOTARIAL SEAL]  "OFFICIAL SEAL"  Mabra L. McCumber  Notary Public, State of Illinois  My Commission Expires Aug. 13, 2003   |

STATE OF Illiants

| COUNTY OF Cook  |   |
|---|---|
| The foregoing instrument was acknowledged bet 2001, by Michael A. Feder, the Chief Restruct JITNEY JUNGLE COMPANY, a Mississippi corporation either [ ] is personally known to me or [ ] has produced as identification.        | on, on behalf of the corporation. He/she  |
| Notary Publ<br>Printed Nam<br>Commission  | ic, State of <u>Julious</u> ne: <u>Mabra L. McCumber</u> n No.: ssion expires: <u>8-13-6-3</u>      |
| STATE OF FLORIDA ) COUNTY OF DUVAL ) COOK   | TARIAL SEAL' Mabra L. McCumber Notary Public, State of Illinois My Commission Expires Aug. 13, 2003 |
| The foregoing instrument was acknowledged before 2001, by Dennis M. Sheehan, the Senior Vice Preside Florida corporation, on behalf of the corporation. He/sh or [ ] has produced a Florida state driver's license as identity. | ent of WINN-DIXIE STORES, INC., a ne either [ ] is personally known to me                           |
| Notary Publ<br>Printed Nam  | ic, State of Florida Terrors ne: Mabra C. McCumber  |

Commission No.:\_

**RECORDED: 02/12/2001** 

My commission expires: 5 - 13 - 63

[NOTARIAL SEAL]

TRADEMARK REEL: 002297 FRAME: 0019

"OFFICIAL SEAL"
Mabra L. McCumber
Notary Public, State of Illinois
My Commission Expires Aug. 13, 2003